

E. King

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OAKLAND

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ADR

**UNITED STATES DISTRICT COURT**

**NORTHERN DISTRICT OF CALIFORNIA – OAKLAND COURTHOUSE**

SANDRA McKINNON, individually and on  
behalf of all others similarly situated,

Plaintiffs,

v.

DOLLAR THRIFTY AUTOMOTIVE  
GROUP, INC. d/b/a DOLLAR RENT A  
CAR;  
DOLLAR RENT A CAR, INC.;  
DTG OPERATIONS, INC. d/b/a DOLLAR  
RENT A CAR; and  
DOES 1-10, inclusive,

Defendants.

Case No.

**C12-4457**

DMR

**CLASS ACTION**

**CLASS ACTION COMPLAINT FOR  
VIOLATION OF:**

- 1) Calif. Bus. & Prof. Code § 17200, *et seq.* – Unlawful Business Acts and Practices;
- 2) Calif. Bus. & Prof. Code § 17200, *et seq.* – Unfair Business Acts and Practices;
- 3) Calif. Bus. & Prof. Code § 17200, *et seq.* – Fraudulent Business Act and Practices;
- 4) Calif. Civ. Code § 1750, *et seq.* – Consumers Legal Remedies Act;
- 5) Breach of Contract and Breach of the Covenant of Good Faith and Fair Dealing;
- 6) Unconscionability; and
- 7) Common Counts/Common Law Restitution, and Assumpsit

**JURY TRIAL DEMANDED**

**ORIGINAL**

1 Plaintiff Sandra McKinnon ("Plaintiff"), by and through her undersigned counsel, files  
 2 this Class Action Complaint for violation of the laws stated herein on behalf of herself and all  
 3 other consumers similarly situated throughout California, and residents of other states  
 4 throughout the United States as determined to be appropriate, against Dollar Thrifty Automotive  
 5 Group, Inc. d/b/a Dollar Rent A Car, Dollar Rent A Car, Inc., DTG Operations, Inc. d/b/a Dollar  
 6 Rent A Car, and DOES 1-10, inclusive (collectively referred to herein as "Dollar" or  
 7 "Defendants"). Plaintiff hereby alleges as follows on information and belief except for  
 8 information identified as being based on personal knowledge, which allegations are likely to  
 9 have evidentiary support after a reasonable opportunity for further investigation and discovery:

#### 10 **JURISDICTION AND VENUE**

11 1. This Court has jurisdiction over all causes of action asserted herein pursuant to  
 12 28 U.S.C. §1332(d), because the aggregate claims of the proposed Class (defined below) exceed  
 13 the sum or value of \$5,000,000, and there is diversity of citizenship between proposed Class  
 14 members and Dollar.

15 2. Venue is proper in this District pursuant to 28 U.S.C. §§1391(a)(1) & (2).  
 16 Substantial acts in furtherance of the alleged improper conduct occurred within this District.  
 17 Defendants engage in business and transactions in this District, and Plaintiff McKinnon and  
 18 other Class members signed up for Dollar's services in this District and/or reside here.

#### 19 **THE PARTIES**

20 3. On personal knowledge, Plaintiff Sandra McKinnon is an individual consumer  
 21 who, at all times material hereto, was a resident of San Ramon, California. As detailed below  
 22 she signed up for Dollar's services in this District utilizing, either directly or indirectly, the  
 23 interactive website operated by Defendants nationwide, including in this District. She is over  
 24 65 years old and is thus a "senior citizen" for purposes of the California Consumers Legal  
 25 Remedies Act.

26 4. Defendant Dollar Thrifty Automotive Group, Inc. d/b/a/ Dollar Rent A Car is  
 27 organized and existing under the laws of the State of Delaware, with its principal place of  
 28 business located in Tulsa, Oklahoma. For the purposes of diversity jurisdiction, Dollar may be

1 considered a "citizen" of either Delaware or Oklahoma. At all times relevant hereto, Dollar was  
2 and is doing business within this District either directly or indirectly through the use of its car  
3 rental services in this District at the Oakland-Alameda International Airport, as well as its  
4 operation of an interactive website that permits consumers to order goods and services from it  
5 and thereby engage in transactions in this District.

6 5. Defendant Dollar Rent A Car, Inc., a wholly-owned subsidiary of Dollar Thrifty  
7 Automotive Group, Inc., is organized and existing under the laws of the State of Oklahoma, with  
8 its principal place of business located in Tulsa, Oklahoma. For the purposes of diversity  
9 jurisdiction, Dollar may be considered a "citizen" of Oklahoma. At all times relevant hereto,  
10 Dollar was and is doing business within this District either directly or indirectly through the use  
11 of its car rental services in this District at the Oakland-Alameda International Airport, as well as  
12 its operation of an interactive website that permits consumers to order goods and services from it  
13 and thereby engage in transactions in this District.

14 6. Defendant DTG Operations, Inc. d/b/a Dollar Rent A Car, a wholly-owned  
15 subsidiary of Dollar Thrifty Automotive Group, Inc., is organized and existing under the laws of  
16 the State of Oklahoma, with its principal place of business located in Tulsa, Oklahoma. For the  
17 purposes of diversity jurisdiction, Dollar may be considered a "citizen" of Oklahoma. At all  
18 times relevant hereto, Dollar was and is doing business within this District either directly or  
19 indirectly through the sale of its car rental services in this District at the Oakland-Alameda  
20 International Airport, as well as its operation of an interactive website that permits consumers to  
21 order goods and services from it and thereby engage in transactions in this District.

22 7. DOES 1-10 are individuals, associations or corporations that are affiliated or  
23 related to Defendants Dollar Thrifty Automotive Group, Inc. d/b/a/ Dollar Rent A Car, Dollar  
24 Rent A Car, Inc. or DTG Operations Inc. d/b/a Dollar Rent a Car who will be specifically  
25 identified and named as discovery progresses and their roles in the wrongdoing at issue is  
26 revealed.

27 8. At all times mentioned in the Causes of Action alleged herein, each and every  
28 Defendant was an agent, representative, affiliate, or employee of each and every other

1 Defendant, and in doing the things alleged in the Causes of Action stated herein, each and every  
 2 Defendant was acting within the course and scope of such agency, representation, affiliation, or  
 3 employment and was acting with the consent, permission and authorization of the other  
 4 Defendants. Each Defendant actively cooperated in the scheme herein at issue, aiding and  
 5 abetting the commission of the wrongs at issue herein, as during the relevant time period  
 6 Defendants agreed to misrepresent or not disclose to the Class members the material facts at  
 7 issue herein and/or not to notify Class members about the scope and nature of the illegal business  
 8 practices as detailed herein. They thus engaged in a conspiracy and aided and abetted such  
 9 conduct, which resulted in injury in fact to members of the Class, which conspiracy is still on-  
 10 going. All actions of each Defendant, as alleged in the Causes of Action stated herein, were  
 11 ratified and approved by the other Defendants or their respective directors, officers and/or  
 12 managing agents, as appropriate for the particular time period alleged herein.

13 9. At all times herein mentioned, the employees of Defendants, their subsidiaries,  
 14 affiliates and other related entities, were the agents, servants and employees of Defendants, and  
 15 at all times herein mentioned, each was acting within the purpose and scope of said agency and  
 16 employment, and pursuant to Defendants' training and directives. Whenever reference in this  
 17 Complaint is made to any act or transaction of Defendants, such allegations shall be deemed to  
 18 mean that the principals, officers, directors, employees, agents, and/or representatives of  
 19 Defendants committed, knew of, performed, authorized, ratified and/or directed such act or  
 20 transaction on behalf of Defendants while actively engaged in the scope of their duties.

### 21 **FACTUAL ALLEGATIONS**

22 10. As set forth below, Dollar Rent A Car has organized a scheme to defraud  
 23 consumers so as to increase revenues. The scam is simple – the company tricks consumers into  
 24 buying insurance they did not want. The scheme allows Dollar to cheat consumers out of  
 25 millions of dollars. Consumers now demand their money back.

26 11. Over at least the last four years Dollar has implemented a systematic program  
 27 nationwide through which its employees and agents illegally dupe customers into signing up for  
 28 collision damage waiver ("CDW"), car insurance and other added services that consumers have

1 specifically declined. This is not an isolated incident with one consumer, but rather a systematic  
2 pattern of conduct that has occurred at a number of Dollar locations located throughout the  
3 United States and reported nationwide to Dollar at its corporate headquarters. This practice has  
4 allowed Dollar and its employees to pocket millions in fees at no cost to themselves, but at the  
5 direct expense of victimized consumers, including Plaintiff.

6 12. Plaintiff Sandra McKinnon made an on-line reservation through Dollar's  
7 reservation system (accessed through its "partner", Southwest Airlines) at her home in San  
8 Ramon, California on or about February 1, 2012, for a car reservation in Tulsa, Oklahoma for  
9 between March 29 and April 13, 2012. She specifically declined all available additional optional  
10 add-ons at that time. She visited the Dollar facility at the Tulsa airport to pick up a car on  
11 March 29, 2012. At the facility, the Dollar agent tried to up-sell Ms. McKinnon a variety of  
12 CDW, insurance and other options during the limited time of the transaction. She declined all of  
13 these offers, telling the agent she was covered by both her own existing insurance and her credit  
14 card. She then signed an electronic signature pad and initialed the areas the employee indicated  
15 to her were to be checked to decline the Dollar add-ons. At no time did the agent go over the  
16 proposed total charges with her. After signing as directed by the agent, Ms. McKinnon was  
17 handed a folded up copy of the contract in a Dollar folder.

18 13. Ms. McKinnon returned the car to Dollar on April 13, 2012, with the gas tank  
19 full, and was given a receipt. At that time for the first time Dollar claimed she had accepted  
20 CDW and was charging her an additional \$359.65 – almost the same as the cost of the rental car.  
21 She complained and demanded to see a manager, who would not see her. When Ms. McKinnon  
22 complained that she had declined the optional CDW and also any other coverage and that she  
23 definitely had not signed any acceptance of additional items, she was told by Dollar employees  
24 there was nothing they could do. Finally the Dollar employee she dealt with admitted to her:  
25 "They never give the money back. You are not going to get your money back".  
26 As she (as do all other returning customers) had to catch a flight, she had no choice but to pay  
27 the amount. Her contacts with customer service to resolve this issue were futile. On June 6,  
28 2012 she sent a written demand by certified mail to Dollar demanding a return of all monies

1 unlawfully taken from her and all other similarly situated persons. Dollar has failed to provide  
2 any substantive relief in response to this letter, necessitating this action. A true and correct copy  
3 of Dollar's rejection letter is attached hereto as Ex. 1 and incorporated herein by reference.

4 14. Dollar is aware of these practices, as similar complaints are processed through  
5 corporate headquarters, and in many respects are handled by the same person, Josh Wells, who is  
6 located at Dollar's corporate headquarters. Mr. Wells' standard response to consumers is similar  
7 to the following e-mail response:

8 Please accept my apologies for any misunderstanding regarding the purchase of  
9 the Loss Damage Waiver and Roadsafes on your rental. A review of our records  
10 indicates you viewed and accepted the optional coverage and the related charges  
using the electronic signature pad (touch screen) at the counter. I have copies the  
screens you viewed and accepted below.

11 Based on the above information and the fact that you had the benefit of the  
12 protection for the rental period the local charges are correct. If you have any  
13 questions regarding your case please feel free to reply to this email. Again, I  
thank you for contacting Dollar.

14 15. This response from corporate headquarters, similar to that provided  
15 Ms. McKinnon attached hereto, indicates that Dollar not only is aware of consumers from around  
16 the country making identical complaints about these swindles, but that Dollar stands behind the  
17 practice of tricking consumers into insurance they told agents they did not want. If this  
18 purported "consent" was obtained by trickery, fraud, or outright forgery, it does not matter if  
19 consumers had the ephemeral benefit of insurance they did not order, want, know they had or  
20 actually used. If Dollar was not in on or tacitly approved of this scheme, it would have initiated  
21 an immediate investigation into this practice. There would have been firings of those responsible  
22 and refunds and apologies sent out to consumers. Instead Dollar stands solidly behind the  
23 scheme, which has netted the company significant monies.

24 16. According to at least one Dollar employee, agents at the counter are paid  
25 minimum wage and make up to 12% commission on the sales of CDW, insurance and other  
26 products. As a result, experienced representatives can take home up to \$6,000 per month as a  
27 result of such practices. Dollar has received multiple complaints about these issues but  
28 incentivizes its employees to make such sales, even if by illegal means. If employees fail to



1 obtain an average 30 per day upsales of additional options for three months they may be  
 2 terminated and not eligible for unemployment. Employees are thus incentivized to take  
 3 advantage of the customer's irritation, long lines, and misleading or high pressure sales tactics,  
 4 by just telling them to tap certain lines to decline coverage when it may have the opposite result,  
 5 or simply to forge their signature.

6 17. Over the past several years, consumers have submitted reports detailing the same  
 7 conduct occurring in different Dollar offices around the country, including at some of the busiest  
 8 airports in the country in addition to Tulsa and DIA – Dulles, O'Hare, Philadelphia, Phoenix,  
 9 Honolulu, Orlando, Columbus, Tampa and Los Angeles International. Such a common  
 10 complaint received from locations throughout the United States, being directed to the same  
 11 person at Dollar without being remedied and subject to the same canned response, provides  
 12 significant evidence this is a systematic yet unresolved problem within Dollar. How can Dollar  
 13 continue to blame consumers if consumers around the country are all saying they were tricked in  
 14 the same way? Either all the consumers are lying or Dollar has sanctioned and approved a  
 15 company-wide conspiracy to trick and defraud consumers. The fact that Dollar has not told a  
 16 single consumer that has complained that in fact many other consumers have made the exact  
 17 same complaint suggests that Dollar is actively engaged in a cover up. The following is a  
 18 sampling of the complaints lodged against Dollar from across the United States:

19 On November 9, 2011, I rented a car at Dollar Rent a Car at Dulles Airport in  
 20 Virginia. The rental was paid for by a pre-paid voucher. At the rental counter, I  
 21 declined additional insurance, as I was covered by my own insurance and credit  
 22 card. At the counter I was asked to sign an electronic pad acknowledging the  
 23 rental on a signature screen. I was told that by signing the screen I was declining  
 24 insurance. The screen I signed made no mention of insurance. Through the credit  
 25 card company, I was able to obtain the original contract and my alleged signature  
 requesting insurance. A review of the contract revealed that my signature, which  
 only appears on the signature pad, was then transposed to an electronic contract  
 that requested insurance. Until I obtained the new contract from Dollar, I had  
 never seen the "signed contract." I also obtained the electronic pages from the  
 screen of his transaction, none of which indicate any acceptance of insurance.

26 ####

27 I rented a car at Philadelphia Airport and declined any insurance fees. I was  
 28 charged another \$25 per day extra (Ripped off) the car only cost \$19 per day.  
 After my bank statement was received I was charged \$100 more than I was  
 supposed to be charged. I called Dollar twice and was actually sent documents

1 with a signature (NOT MINE). They said there was nothing THEY could do for  
2 me...Something is wrong...fishy...

3 ####

4 After being HOUNDED to purchase extras like toll savers, multiple types of  
5 insurance for over fifteen minutes (and repeatedly saying NO to each and every  
6 one) at a counter in Orlando Florida I finally said "I DO NOT WANT ANY  
7 EXTRAS, I JUST WANT MY CAR. How can I do that?" The SCAM ARTIST  
8 behind the counter said 'Just sign and click accept, and it's yours'. At the end of  
9 the week the bill was double what I agreed to.

10 ####

11 The Dollar car rental out of LAX airport in Los Angeles, CA has overcharged my  
12 credit card by \$99.90. They are severely understaffed. As a result, they make  
13 you wait in unreasonably long lines and then they will ask you to sign your rental  
14 contract on a small screen which does not show you what they have forced upon  
15 you without your knowledge or asking, i.e. more insurance that you asked for.

16 They have found a way to extract unauthorized money out of me. Then, they  
17 claim that since I signed their scrolled down little digital check out, I have given  
18 them permission to charge me whatever they want.

19 ####

20 I rented a van from LAX on December 19. The customer rep asked me if I  
21 wanted the additional insurance coverage. As an auto insurance broker, I know  
22 that my auto policy would cover the vehicle and I verbally declined the coverage  
23 three times. My husband also chimed in and declined the coverage.

24 When the paperwork was completed the customer service rep put a big "D"  
25 beside the additional insurance coverage and I initialed it as I was declining the  
26 coverage. When I got the bill, they charged me anyway. I contacted customer  
27 service and they say that I didn't initial beside the tiny little "decline" so they are  
28 saying the charges stand. I will not let this go away because there is absolutely no  
reason why I would need to have paid for the coverage. I am out over \$300 and I  
will fight until I get it back.

####

We were asked about insurance coverage which we explicitly declined. Upon  
returning the car on June 30, 2011, I requested that the charges be billed to my  
credit card. Much to my surprise, I was billed the estimated charge of \$604.02 as  
opposed to the original quote of \$361.98 on my email confirmation (R6385796).  
Apparently, although we declined the insurance coverage, the DollarNE sales  
agent ("DXE1") inserted language on the car rental agreement (L1106627)  
indicating otherwise.

####

At Chicago OHare Airport I rented a car from Dollar Rental. At the rental  
terminal the agent asked me if I would like to include a loss damage waiver, and  
Supplemental Liability Insurance. I declined both. I signed a pin pad device  
authorizing the transaction. I did not sign the actual the contract. It turns out the



1 agent included both options, and charged my card an extra \$370. I appealed to  
2 Dollar Rental and my bank for falsely charging my card, both to no avail. By the  
3 looks of it, after reading the many other complaints against this company for the  
4 very same reason, this is a common practice. I'm very disgusted with this  
deceptive policy and the scruples of this company. I will never rent from them  
again, and implore everyone to do the same.

5 ###

6 The same thing just happened to me at Dollar Rent-A-Car at the Orlando  
7 International Airport. I specifically told the rental agent that I did not want any  
8 kind of insurance coverage and made the mistake of assuming that he would  
9 honor that directive. Instead, he rushed me through the initialing/signing process  
10 on the electronic screen and skipped right over the part about insurance being  
11 included. Then he prints off a copy of the rental agreement, folds it up, and puts  
in an envelope with a bunch of other paperwork. Every part of this process is a  
carefully planned and rehearsed piece of their scam puzzle. They know that most  
of their renters are already tired from traveling and tired of waiting in lines –  
including their own – so the chances are pretty good that they can sneak  
something past an unsuspecting customer. Don't think for a second that these  
rental agents aren't rewarded for "selling" the add-ons like unnecessary insurance.

12 ###

13 Dollar Rent a Car in Honolulu airport was told when I picked up my car that I had  
14 already purchased insurance on it because I wanted to be covered for everything.  
15 The girl at the counter (at 9:30 at night after 16 hours in the air) said uh huh, so  
16 you already have the insurance, I said yes...she wrote up the slip and I signed it  
17 without checking to see what she had done. She signed me up for EVERY  
POSSIBLE INSURANCE THEY PROVIDE and a 465.00 bill turned into a  
798.00 payment. Their response? "Well, I don't know what the conversation you  
had with our representative was but you signed it so there's nothing we will do  
about it." I asked for their legal department, she gave me a P.O. Box number.

18 ###

19 Same thing happened to me at Denver International Airport. I verbally declined  
20 additional insurance as I am already covered by my company and additionally  
21 covered by American Express Gold Card. Why would I want to pay for it a third  
22 time? By Dollar Rent a Car's employee physically indicating to me where to  
23 sign, he knowingly and wantonly intended to defraud me. A consumer has a  
reasonable expectation that when they enter a Dollar Rent a Car to do business,  
that Dollar Rent a Car will act in "Good Faith" and deal honestly with the  
customer. It is clear and evident that Dollar Rent a Car engages in deceptive  
business practices.

24 ###

25 Exact same thing happened to us at Tampa International Airport in March 2012.  
26 Rep did not review charges (like they say they do on their webpage) and we did  
27 not realize we were being charged for the insurance until the car was returned. If  
28 he would have done his job properly and reviewed all charges, etc at the end, then  
we would have advised him again that we did not want the insurance. We are  
irate and will continue to pursue this with Dollar. Never will use them again.

1 #####

2 We rented a car from Dollar on March 2, 2012 at the Tampa International Airport.  
 3 On December 31, 2011, we reserved a rental for a total of \$266.67 for Friday,  
 4 March 2, 2012 through March 10, 2012. On March 1, 2012, Dollar Rent A Car  
 5 sent a Reservation Reminder Email which also listed \$266.67 as the total for the  
 6 rental. We arrived at the Dollar Rent A Car counter at the Tampa International  
 7 Airport on March 2, 2012. First thing, we presented the Confirmation  
 8 #Q1630690 to the sales rep and inquired about a AARP Discount and he replied  
 9 yes proceeding to inform us the total would be approximately \$216 for the 9 days.  
 10 At that time, we advised the sales rep that we DID NOT want/need the insurance  
 11 from Dollar since our insurance extended to rental vehicles. When it came to  
 12 signing, the rep stated to "hit agree" on the computer (not explaining what it was)  
 13 and to sign where indicated. As stated in a email from Angela Jones, Customer  
 14 Svc Rep from Dollar Rent a Car "it is their goal that every customer understands  
 15 the terms, conditions and pricing of their rental". The rep did not review pricing  
 16 at any time and proceeded to place the receipt in the folder. If the rep had  
 17 properly explained the coverages, we would have at that time declined the  
 18 coverage again. He did not review the charges, provide a breakdown of the  
 19 contract on point of sales screen, nor show us a breakdown of the rental cost. It  
 20 was not until we returned the car on March 10<sup>th</sup> did we learn of what the charges  
 21 were. [When] we inquired about the charges, the agent sent us to the airport car  
 22 rental office who in turn said there was nothing she could do and we would need  
 23 to contact corporate office on Monday.

24 We feel that this practice is very unethical and a rip off to the consumer. We both  
 25 have our insurance licenses and are very well educated on automobile policies.  
 26 We have rented from Dollar in the past and have never had an issue.

27 We requested the insurance charges of \$290.84 be removed that should have  
 28 never been included originally. The sales rep did not abide by our request and  
 therefore should be removed.

#####

18 I have rented a car from Dollar Rent A Car - Sky Harbor Car Rental - Phoenix  
 19 Airport and told the customer service rep I do not want the "ROADSAFE @  
 20 \$5.99 per day" (Insurance) and "Lbw1 @ \$24.99 per day" (Loss Damage Waiver)  
 21 because my card that I was using will cover me. The customer service rep  
 22 acknowledged my needs and said:

23 Rep – "Okay, I will not add them to the bill. Please tap I agree to the message on  
 24 the screen, it talk about the 'UNDER AGE 25'."

25 Me – "Okay, to confirm that it talks about the under 24 and that is it, correct?"

26 Rep – "Correct. (next I Agree screen) ... This one is talking about agreeing to  
 27 deny the road safe insurance."

28 Me – "So, by selecting I agree ... agrees to me denying the insurance"

Rep – "Correct. (Next I Agree screen) ... This one is talking about agreeing to  
 deny the loss damage waiver"

Me – "Again, by selecting I agree...agrees me to denying the loss damage waiver"

1 Rep - "Correct. Ok your total will be \$241.30 for 4 days."

2 Me - "Wow...really? What did I pay for when I reserved this car?"

3 Rep - "You pay just to reserve the car and the car, there is a fee because your are  
4 under 24"

5 Me - "Jeez, ok really that much for just the under age?..."

6 Rep - "yes"

7 I pay for the car, and I rush out because I needed to check in to my hotel. After,  
8 arriving at my hotel I wanted to check the receipt (the rep folded the receipt up in  
the folder type pamphlet so I could see it clearly when I left) and what do I  
see.....yep charges for:

9 Lbw1	4 dy@24.99	\$99.96
10 ROADSAFE	4 dy@5.99	\$23.96
11 AGE24	4 dy@15.00	\$60.00

12 After, my trip I called the Dollar Customer Assistance @ 1-800-800-5252 and  
13 filed for a dispute from the false information the customer server rep supplied me  
with they said I would get a call/e-mail in 72 hours.

14 Finally, after waiting 8 business days I get an email (with attachment pictures of  
15 the I Agree screens with my signature at the bottom):

16 Mr. \*\*\*\*\*, Thank you for contacting Dollar Rent a Car regarding your rental in  
17 Phoenix. Please accept my apologies for any misunderstanding regarding the  
18 purchase of the Loss Damage Waiver and Roadsafe on your rental. A review of  
our records indicates you viewed and accepted the optional coverage and the  
related charges using the electronic signature pad (touch screen) at the counter. I  
have copied the screens you viewed and accepted below.

19 Based on the above information and the fact that you had the benefit of the  
20 protection for the rental period the local charges are correct. If you have any  
21 questions regarding your case please feel free to reply to this email. Again, I  
thank you for contacting Dollar. Regards, Josh Wells, Dollar Thrifty Automotive  
Group, Inc.

22 ###

23 Last weekend [January 2011] I traveled to Connecticut from Dallas, Texas again.  
24 I flew to Bradley International Airport (Hartford) from Dallas. The cheapest car  
25 rental deal we found was with Dollar, which was not directly on the airport  
(unlike the other car rental agencies).

26 Unlike the other car rental agencies at Bradley they did not check the gas meter  
27 before and after to determine if I had filled it up enough. Instead you had to fill  
the gas tank within a 10 miles radius of the rental car agency and keep the receipt  
as proof (no one mentioned this but I guess it was in the papers). I usually fill the  
28 gas tank at a place about 20-30 miles from Bradley International Airport but I top  
it off and end up with a gas tank that is as full (or more) when return the car as it

1 was when I got the car. Therefore I have never had to pay for gas at any of the  
2 other car rental agencies. At Dollar I had to pay seven dollars because I was not  
within a seven miles radius.

3 When I signed the documents they seemed to be in a hurry and wanted me to  
4 initialize here and sign there and be off. They removed the document before I  
could read it and no information was given. It made me a little suspicious but I  
5 was not asking any questions. I realize now that this was not clever of me.

6 Typically car rental agencies tell you what you are signing and initializing and  
they ask you if you want things like insurance. They don't tell you to sign  
7 something and then quickly remove the paper.

8 When I returned the car I had to pay a little bit more then I planned. They had  
9 charged a so called LDW1 fee (Liability Damage Waiver fee) without mentioning  
anything about it, and it cost more per day than the entire car rental (\$23.00  
10 versus \$19.00). Then LDW1 was also significantly more than the insurance at the  
other car rental places. My car insurance includes insurance for rental cars so I  
11 would have said no to additional insurance. This was completely unnecessary.  
The bill also had some other strange miscellaneous fees I did not understand but I  
12 did not argue about. I ended up paying \$118.00 instead of \$38.00 as I thought I  
would.

13 ###

14 This scam has just happened to me in Orlando – I had a voucher which was paid  
for well before my holiday – on arrival at Dollar after a ten hour flight I was  
15 asked to sign three times on a small screen – i said I didnt want any extras and he  
said thats right. On returning the car I was given a receipt for \$298 so headed  
16 straight back to desk to enquire and they said I had signed for two extra  
insurances and roadside recovery totaling \$298 on top of the £300 I paid in  
17 advance – no one mentioned this when I was signing two weeks before and he  
said ‘we have hundreds of customers so we don’t have time to go through all the  
18 screens explaining what you are signing for’ – I feel I was blatantly conned and  
was furious but as our flight was due to leave there was nothing I could do –  
19 please warn others using Dollar not to sign anything! I have now contacted rental  
company with view to a refund!!

20 ###

21 Exact thing just happened to me in the San Antonio Dollar rental car office. An  
employee with a thick russian accent told me I could not rent the car without the  
22 extra insurance. I picked the cheapest type available, \$13.95. Then, I was asked  
to sign a digital agreement with a number of options – I never thought she would  
23 actually switch to the \$23.95 option, but that is what she did. Also brought the  
car back full, yet was charged for two gallons of gas at \$9.85 per gallon.  
24 this scam is deliberate and continues to happen.

25 ###

26 I had the same thing happen, i was in hawaii and refused the insurance and  
27 initialed to accept the insurance waiver but they charged me the insurance  
anyway, it turns out the “waiver” is accepting their insurance of \$350. i want a  
28 class action lawsuit!

1 #####

2 Just got back from a few days in L.A. When I rented the car I was presented with  
3 the option for "Basic Insurance". Knowing that rental cars MUST actually carry  
4 proper insurance, paid for by the rental company, regardless of whether you buy  
5 their ridiculous CDW, I stated that I did not want any insurance. I assumed,  
6 having been presented with only two choice, that "Basic" referred to what is  
7 included in the rental I had already paid for. I told the clerk that my personal auto  
8 package extended to rental vehicles as well as my having coverage through the  
9 Gold VISA that I rented with. I told him in no uncertain terms that I did not wish  
10 to have any optional insurance coverages. As I was given only two choices  
11 between the basic and the premium, I assumed basic was the insurance included.  
12 I had also been very clear that I did not wish to pay for insurance. The crook  
13 behind the counter nodded his agreement and then walked me through the items  
14 on the touch screen display, instructing me what option to hit each time. At no  
15 time was there ANY mention of an additional cost. I would absolutely have  
16 restated my choice that the rental NOT include any insurance through the  
17 company. It is a well-orchestrated scam, NOT an honest misunderstanding!

18 #####

19 I was quoted about \$00 for a two week rental. After verbally denying insurance 3  
20 or 4 times, I was asked to initial. Lo and behold, they signed me up for insurance.  
21 On the contract it was listed as LDW, or loss-damage-waiver; hidden in plain site.

22 In the end I was charged \$340+ for this LDW, which I had declined outright.  
23 When trying to work with Dollar for a credit, they refused to budge and refund  
24 my money because I initialed the "LDW" option.

25 Stay away. Dollar is a bunch of scammers and thieves, no better than your  
26 average sidewalk conman. I would even say they are worse because they hide  
27 under the guise of a "legitimate" business.

28 #####

COLUMBUS, OHIO – I rented a car at the Columbus, Ohio, in May from Dollar  
Rent a Car as they advertised the lowest rate online. Having a safe driving record  
a using a credit card that covers insurance, I "verbally" declined the offered car  
rental insurance . . . TWICE. Unfortunately, I did not read that they added this  
charge to the contract anyway. So I was unpleasantly surprised to see this \$150  
UNNECESSARY UNWANTED CHARGE on my bill.

When I called the 1-800 number to complain and request this charge be dropped, I  
was told that I had to pay, that I "signed" the contract.

LESSON FOR EVERYONE: Always read the car rental contract you are signing  
to avoid extra unwanted services/ charges no matter how rushed or tired you are at  
the car rental counter.

I feel DOLLAR in "good service" should have refunded the unwanted  
unnecessary charge on my bill. Since they didn't, I won't go back

#####



1 We rented a car from Dollar on March 2, 2012 at the Tampa International Airport.  
 2 On December 31, 2011, we reserved a rental for a total of \$266.67 for Friday,  
 3 March 2, 2012 through March 20, 2012. On March 1, 2012, Dollar Rent Car sent  
 a Reservation Reminder Email which also listed \$266.67 as to total for the rental.

4 We arrived at the Dollar Rent A Car counter at the Tampa International Airport  
 on March 2, 2012. First thing, we presented the Confirmation #Q1630690 to the  
 5 sales rep and inquired about a AARP Discount and he replied yes proceeding to  
 inform us the total would be approximately \$216 for the 9 days. At that time, we  
 6 advised the sales rep that we DID NOT want/need the insurance from Dollar since  
 our insurance extended to rental vehicles. When it came to signing, the rep stated  
 7 to "hit agree" on the computer (not explaining what it was) and to sign where  
 indicated. This is extortion and illegal. As stated in the email from Angela Jones,  
 8 'it is their goal that every customer understands the terms, conditions and pricing  
 of their rental'. The rep did not review pricing at any time and proceeded to place  
 9 the receipt in the folder. This issue is not that we signed for it, it is the scam of  
 adding insurance which we did not want. If the rep had properly explained the  
 10 coverages, we would have at that time declined the coverage again. He did not  
 review the charges, provide a breakdown of the contract on point of sales screen,  
 11 nor show us a breakdown of the rental cost. It was not until we returned the car  
 on March 10<sup>th</sup> did we learn of what the charges were. When we inquired about  
 12 the charges, the agent sent us to the airport car rental office who in turn said there  
 was nothing she could do and we would need to contact corporate office on  
 13 Monday. We feel that this practice is a scam very unethical and a rip off to the  
 consumer. We both have our insurance licenses and are very well educated on  
 14 automobile policies. We have rented from Dollar in the past and have never had  
 an issue. We have sent 1 letter to Dollor requesting a refund and am sending a 2<sup>nd</sup>  
 15 request

16 18. This is not the first time Dollar has been accused of engaging in practices  
 17 involving the illegal upsale of products such as CDW using deceptive sales practices. In *People*  
 18 *v. Dollar Rent A Car*, 211 Cal.App.3d 119, 131 (1989), the California Court of Appeal upheld a  
 19 judgment obtained by the California State Attorney General's Office against Dollar Rent-A-Car  
 20 Systems, Inc. for overcharging consumers and misrepresenting the scope and nature of CDW  
 21 provisions as a result of improper training. Employees were instructed to sell such products  
 22 aggressively in return for high commissions, using contracts in tiny print that could not be read  
 23 by the reasonable consumer in the limited transaction window at the airport, such that according  
 24 to the Court, "this entire process makes confusion not only likely, but inevitable." Thus, Dollar  
 25 has been previously found liable in this State for engaging in the same practices it is presently  
 26 engaging in now in California and across the United States.

27 ///

28 ///



**CLASS ACTION ALLEGATIONS**

19. Pursuant to F.R.C.P. 23, Plaintiff brings this action on behalf of herself and a Class of persons comprised of all consumers in California and such other states within the United States the Court finds appropriate who paid for CDW, insurance or other products from Dollar that they specifically declined or did not authorize during the past four years (the "Class"). Dollar's practices as detailed above were applied consistently to all members of the Class throughout the relevant time period, so that the questions of law and fact detailed herein are common to all members of the Class. All Class members were and are similarly affected by having paid for these unrequested and/or specifically declined items as set forth in detail above.

20. Based on the systematic practices at issue, the number of Class members would be in the many thousands, thereby making individual joinder impossible. The Class is therefore so numerous that joinder of all members would be impracticable. Questions of law and fact common to the Class exist and predominate over questions affecting only individual members, including, *inter alia*:

(a) Whether Dollar's acts and practices undertaken in connection with the sale of the products or services detailed herein were illegal acts of unfair competition or constitute a systematic breach of contract;

(b) Whether Dollar's acts and practices in connection with the promotion and sale of these products or services unjustly benefitted Dollar at the expense of, and to the detriment of, Plaintiff and other Class members; and

(c) Whether Dollar's conduct as set forth above injured consumers and, if so, the extent of such injury.

21. The claims asserted by Plaintiff in this action are typical of the claims of other Class members as these claims arise from the same course of conduct by Dollar as detailed above, and the relief sought is common.

22. Plaintiff will fairly and adequately represent and protect the interests of the Class members. Plaintiff has retained counsel competent and experienced in both consumer protection and class action litigation.

23. Certification of this action is appropriate under F.R.C.P. 23(b)(1), (b)(2) and/or (b)(3) because the questions of law or fact common to the Class members as detailed above predominate over questions of law or fact affecting only individual members. This predominance makes class litigation superior to any other methods available for the fair and efficient group-wide adjudication of these claims. Absent a class action remedy, it would be highly unlikely that other Class members would be able to protect their own interests because the cost of litigation through individual lawsuits would exceed any expected recovery. Certification is also appropriate because Dollar has acted or refused to act, and continues to act, on grounds generally applicable to the Class, thereby making appropriate final injunctive relief with respect to the Class as a whole.

24. A class action is an appropriate method for the group-wide adjudication of this controversy in that it will permit a large number of claims to be resolved in a single forum simultaneously, efficiently, and without the unnecessary hardship that would result from the prosecution of numerous individual actions and the duplication of discovery, effort, expense and burden on the courts that such individual actions would engender. The benefits of proceeding as a class action, including providing a method for obtaining redress for claims that would not be practical to pursue individually, outweigh any difficulties that might be claimed with regard to the management of this action.

#### **FIRST CAUSE OF ACTION**

#### **Violation of Business & Professions Code § 17200, *et seq.* – Unlawful Business Acts and Practices**

#### **(By Plaintiff McKinnon Against All Defendants)**

25. Plaintiff McKinnon incorporates by reference each of the preceding paragraphs as though fully set forth herein.

26. Business & Professions Code § 17200, *et seq.* prohibits acts of “unfair competition”, which is defined as including “any unlawful, unfair or fraudulent business act or practice . . . .”

///

1           27.     Dollar's conduct, as described above, constitutes "unlawful" business acts and  
2 practices.

3           28.     Dollar has violated and continues to violate Business & Professions Code  
4 § 17200's prohibition against engaging in "unlawful" business acts or practices by, *inter alia*,  
5 violating sections 1670.5 and 1671 of the Civil Code as well as relevant provisions of the CLRA  
6 as set forth herein, and engaging in the systematic breach of express or implied contracts and the  
7 implied covenant of good faith and fair dealing, as set forth herein.

8           29.     Plaintiff McKinnon and/or members of the Class, as applicable, have been injured  
9 in fact and lost money or property as a result of Dollar's business acts and practices by, *inter*  
10 *alia*, either paying or being told after the fact they will need to pay greater amounts than they had  
11 agreed or elected to pay for optional items they did not order, as well as through the expenditure  
12 of time and resources in an effort to avoid or minimize the consequences from such conduct.  
13 These acts and practices resulted in Plaintiff McKinnon and/or members of the Class paying for  
14 insurance, CDW or other products they would not have purchased absent Dollar's conduct.

15           30.     As a result of Dollar's violations of the unlawful prong of the UCL, Plaintiff  
16 McKinnon and members of the Class are entitled to equitable relief in the form of full restitution  
17 of all monies paid for illegally imposed charges and disgorgement of the profits derived from  
18 Dollar's unlawful business acts and practices.

19           31.     Plaintiff McKinnon also seeks an order enjoining Dollar from continuing its  
20 unlawful business practices and from engaging in the present, threatened or future conduct set  
21 forth herein.

22           32.     THEREFORE, Plaintiff McKinnon prays for relief as set forth below as  
23 applicable to this cause of action and the members of the Class.

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27 ///

28 ///

**SECOND CAUSE OF ACTION**

**Violation of Business and Professions Code § 17200, *et seq.* –  
Unfair Business Acts and Practices**

**(By Plaintiff McKinnon Against All Defendants)**

33. Plaintiff McKinnon incorporates by reference each of the preceding paragraphs as though fully set forth herein.

34. The acts of Dollar, as described above, individually and collectively, constitute “unfair” business acts and practices.

35. Dollar’s conduct, as described above, does not benefit consumers or competition. Indeed, the harm to consumers and competition is substantial.

36. Plaintiff McKinnon and members of the Class could not have reasonably avoided the injury each of them suffered and are threatened with at this time.

37. The gravity of the consequences of Dollar’s conduct as described above outweighs any justification, motive or reason therefore and is immoral, unethical, unscrupulous, offends established public policy, is tethered to a legislatively declared policy as set forth in the statutes prohibiting unconscionable contract practices and/or is substantially injurious to Plaintiff McKinnon and other members of the Class as set forth in more detail above.

38. As a result of Dollar’s violations of the UCL, Plaintiff McKinnon and members of the Class are entitled to equitable relief in the form of full restitution of all monies paid as a result of the illegal practices at issue and disgorgement of the profits derived from Dollar’s unfair business acts and practices.

39. Plaintiff McKinnon also seeks an order enjoining Dollar from such present, future or threatened conduct.

40. THEREFORE, Plaintiff McKinnon prays for relief as set forth below as applicable and appropriate.

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**THIRD CAUSE OF ACTION**

**Violation of Business and Professions Code § 17200, *et seq.* –  
Fraudulent Business Acts and Practices**

**(By Plaintiff McKinnon Against All Defendants)**

41. Plaintiff McKinnon incorporates by reference each of the preceding paragraphs as though fully set forth herein.

42. Such acts of Dollar as described above, and each of them, constitute deceptive, misleading or “fraudulent” business practices under California Business & Professions Code § 17200, *et seq.*

43. As more fully described herein, Dollar’s failure to inform consumers about the true nature of its practices is likely to deceive members of the Class regarding their statutory rights. Dollar’s misrepresentations or omissions of fact they were bound to disclose were material and were a substantial factor in decisions to engage in transactions with Dollar.

44. Additionally, Dollar’s omissions are likely to deceive consumers that the rates they are charged are being imposed in accordance with the law when they are not.

45. As a result of Dollar’s violations of the UCL, Plaintiff McKinnon and members of the Class are entitled to equitable relief in the form of full restitution of all monies paid for unwanted products and disgorgement of the profits derived from Dollar’s fraudulent business acts and practices.

46. Plaintiff McKinnon also seeks an order enjoining Dollar from such present, threatened and future conduct as set forth herein.

47. THEREFORE, Plaintiff McKinnon prays for relief as set forth below.

**FOURTH CAUSE OF ACTION**

**Violation of California Civil Code § 1750, *et seq.* –  
Consumers Legal Remedies Act**

**(By Plaintiff McKinnon Against All Defendants)**

48. Plaintiff McKinnon incorporates by reference each of the preceding paragraphs as though fully set forth herein.

1           49. Plaintiff McKinnon and members of the Class are consumers insofar as they  
2 obtained the goods and services in question for personal, family or household purposes. Dollar's  
3 offering of the vehicles and products in question constitute transactions involving a "good" or a  
4 "service" in that a significant component of the contracts in question is Dollar's provision of  
5 tangible goods, work, labor and services.

6           50. Dollar violated and continues to violate the CLRA by engaging in the following  
7 deceptive practices, by, *inter alia*:

8               (a) Representing that services have sponsorship, approval, characteristics,  
9 ingredients, uses, benefits, or quantities which they do not have or that a person has a  
10 sponsorship, approval, status, affiliation, or connection which he or she does not have;

11               (b) Representing that a transaction confers or involves rights, remedies, or  
12 obligations which it does not have or involve, or which are prohibited by law;

13               (c) Representing that the subject of a transaction has been supplied in  
14 accordance with a previous representation when it has not; and

15               (d) Inserting unconscionable terms in contracts.

16           51. Plaintiff McKinnon and other members of the Class, in making decisions to enter  
17 into such transactions, reasonably acted in response to Dollar's representations as set forth above  
18 or would have considered the omitted facts detailed herein material to their decision to do so.  
19 Plaintiff McKinnon and members of the Class have suffered damage by the wrongful acts and  
20 practices of Dollar set forth herein and/or expended time and resources in connection with and as  
21 a result of the acts and practices set forth above in an attempt to avoid the consequences of such  
22 conduct.

23           52. Written notice pursuant to the provisions of the CLRA was provided to Dollar by  
24 Plaintiff McKinnon on June 6, 2012. As Dollar failed to provide all requested relief in response  
25 to this notice, Plaintiff McKinnon seeks general, actual, consequential, statutory and exemplary  
26 damages as permitted under the CLRA and Civ. Code § 3345. As a result of Dollar's violations  
27 of the CLRA, Plaintiff McKinnon and other members of the Class are also entitled to equitable  
28 relief in the form of full restitution of all monies paid, an injunction to prevent Dollar from



engaging in present or imminent conduct as set forth above, and disgorgement of the profits derived from Dollar's illegal business acts and practices.

### **FIFTH CAUSE OF ACTION**

#### **Breach of Contract and Breach of the Covenant of Good Faith and Fair Dealing**

#### **(By Plaintiff McKinnon Against All Defendants)**

53. Plaintiff repeats and realleges all preceding paragraphs as if fully set forth herein.

54. Plaintiff McKinnon and Dollar have contracted for rental car services, as embodied in Dollar's form Rental Agreement and related documentation. With minor variances not relevant to the claims at issue herein, Dollar uses the same form Rental Agreement throughout the United States. True and correct copies of an exemplar of Dollar's Rental Agreement, and the notice of terms sent with on-line reservations, are attached hereto as Ex. 2 and incorporated herein by reference.

55. Whether by common law or statute, all such contracts impose upon each party a duty of good faith and fair dealing. Good faith and fair dealing, in connection with executing contracts and discharging performance and other duties according to their terms, means preserving the spirit—not merely the letter—of the bargain. The parties to a contract are mutually obligated to comply with the substance of their contract in addition to its form and not engaging in any conduct in violation of law in doing so. Tricking and misrepresenting the boxes for consumers to check to attempt to claim consumers ordered unwanted products and services, or inputting their signature without authorization, and evading the spirit of their advance bargain constitute examples of bad faith in the performance of contracts. Subterfuge and evasion violate the obligation of good faith in performance even when an actor believes his conduct to be justified. Bad faith may be overt or may consist of inaction, and fair dealing may require more than honesty.

56. Dollar has breached these contracts as well as the covenant of good faith and fair dealing through its system-wide implementation of the policies and practices set forth above and its failure to correct them despite being placed on notice at its corporate headquarters these practices are taking place nationwide.

57. Plaintiff McKinnon and members of the Class have performed all, or substantially all, of the obligations imposed on them under the Rental Agreement, and through Plaintiff's demand has previously made written demands to rectify such breaches of the form Rental Agreements on their behalf, which demand has been ignored or refused.

58. Plaintiff and members of the Class have sustained damages as a result of Dollar's breach of contract and the covenant of good faith and fair dealing, entitling them to both actual, compensatory and exemplary damages.

### **SIXTH CAUSE OF ACTION**

#### **Unconscionability**

#### **(By Plaintiff McKinnon Against All Defendants)**

59. Plaintiff repeats and realleges all preceding paragraphs as if fully set forth herein.

60. Dollar's policies and practices as set forth above are or were substantively and procedurally unconscionable in the following respects, among others:

(a) Prior to the effective date of the Rental Agreement Dollar did not disclose or reasonably disclose to customers that they were purchasing CDW, insurance or other products;

(b) Prior to the effective date of the Rental Agreement and thereafter, Dollar did not obtain proper affirmative consent from Class members prior to charging them for CDW, insurance or other products; or

(c) Dollar forged Class members' signatures authorizing the purchase of CDW, insurance or other products.

61. The Rental Agreement and related documents, including the General Policies posted on [www.dollar.com](http://www.dollar.com), are contracts of adhesion in that they are standardized forms, imposed and drafted by Dollar, which is a party of vastly superior bargaining strength, and only relegates to the customer the opportunity to adhere to them or reject the agreement in its entirety.

62. Considering the great business acumen and experience of Dollar in relation to Plaintiff and the Class, the great disparity in the parties' relative bargaining power, the inconspicuousness and incomprehensibility of the contract language at issue, the oppressiveness

1 of the terms, the commercial unreasonableness of the terms, the purpose and effect of the terms,  
 2 the allocation of the risks between the parties, notice of prior illegal practices, and similar public  
 3 policy concerns, these provisions are unconscionable and, therefore, unenforceable as a matter of  
 4 law. Such claims are actionable pursuant to, *inter alia*, Calif. Civ. Code § 1670.5.

5 63. Plaintiff and members of the Class have sustained damages as a result of Dollar's  
 6 unconscionable policies and practices alleged herein.

#### 7 **SEVENTH CAUSE OF ACTION**

#### 8 **Common Counts/Common Law Restitution, and Assumpsit**

#### 9 **(By Plaintiff McKinnon Against All Defendants)**

10 64. Plaintiff incorporates by reference each of the preceding paragraphs as though  
 11 fully set forth herein.

12 65. Dollar received money from Plaintiff and many Class Members in the form of  
 13 revenues and profits for unwanted and/or unauthorized services that were intended to be used for  
 14 the benefit of Plaintiff and the Class. Dollar accepted or retained these economic benefits with  
 15 awareness that Plaintiff and many members of the Class had improperly had such charges  
 16 imposed upon them for the reasons set forth above.

17 66. Allowing Dollar to retain the benefits conferred by many of the Class Members  
 18 under these circumstances is unjust and inequitable. Under common law principles of assumpsit,  
 19 unjust enrichment and/or restitution, such excess monies must in equity and good conscience be  
 20 returned to Plaintiff and members of the Class.

21 67. As a result of Dollar's illegal enrichment in violation of these common law  
 22 principles, Plaintiff and the Class have suffered harm and thus seek an order for disgorgement  
 23 and restitution of Dollar's excess revenues, profits and other benefits retained in violation of  
 24 applicable law.

#### 25 **PRAYER FOR RELIEF**

26 WHEREFORE, Plaintiff prays for judgment as follows, as appropriate for the particular  
 27 cause of action set forth above:

28 ///

1. Certification of the Class, certifying Plaintiff as a representative of the Class, and designating her counsel as counsel for the Class;
2. For a declaration that Dollar has committed the violations of law alleged herein all Class members are entitled to full restitution of all monies illegally obtained from them;
3. For an injunction prohibiting Dollar from engaging in the unlawful conduct alleged herein;
4. For actual, compensatory, statutory and exemplary damages, the amount of which is to be determined at trial;
5. For equitable monetary relief;
6. For pre- and post-judgment interest at the legal rate on the foregoing sums; and
7. For such further relief as this Court may deem just and proper.

**DEMAND FOR JURY TRIAL**

Plaintiff demands a trial by jury on all claims so triable.

DATED: August 23, 2012

WHATLEY KALLAS, LLC

By: 

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(SBN 125998)

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*Attorneys for Plaintiff*





June 15, 2012

Mrs. Sandra McKinnon



Case ID: 1790233

Dear Mrs. McKinnon,

Thank you for notifying us of your recent experience with Dollar Rent A Car in Tulsa. We appreciate the opportunity to respond to your concerns.

Please accept my personal apology for any misunderstanding regarding the purchase of the Loss Damage Waiver. While we do expect our agents to produce the agreement in accordance with the verbal information provided to them, they are capable of making mistakes. Since it is ultimately the responsibility of the renter to read and accept the terms of the contract before signing, we strongly suggest our clients review the contract carefully before signing to accept. Our records indicate you initialed to accept the Loss Damage Waiver charge. I have included a copy of the signed agreement for your records. Since you had the full benefit of the coverage for the duration of your rental as well, we must respectfully decline your request for reimbursement of the Loss Damage Waiver.

We do value your business, Mrs. McKinnon. I am very sorry you are unhappy with the final resolution of your case. I hope you have a nice day.

Sincerely,

A handwritten signature in cursive script that reads "Britni McNiel".

Britni McNiel  
Consumer Response Representative

Stamp: RECEIVED  
Stamp: JUNE 15 2012  
Stamp: TULSA, OK  
Stamp: 916-669-3000

Dollar Rent A Car, Inc.  
5330 E. 31st Street  
P.O. Box 33167  
Tulsa, OK 74153-1167  
916-669-3000

Worldwide Reservations  
800-800-4000  
dollar.com





5. **LOSS DAMAGE WAIVER ("LDW").** A. If you accept LDW, we will waive your responsibility for loss of or damage to the Vehicle in full or in part depending on the LDW option plan accepted. The LDW options include: (1) LDW: a waiver for the LDW option plan accepted; (2) LDW2: a waiver for all less than 100% of loss and damage ("Full Waiver Option"); (3) LDW2: a waiver for all less than 100% of loss and damage up to the first \$500 ("First \$500 Waiver Option"); and (4) LDW3: a waiver for all loss and damage up to the first \$2,000 ("First \$2,000 Waiver Option"). LDW2 and LDW3 are not available at all locations. B. LDW is NOT INSURANCE. LDW DOES NOT APPLY IF: (1) YOU USE OR OPERATE THE VEHICLE IN VIOLATION OF THE PROHIBITED USE SECTION OF THIS AGREEMENT; (2) YOU FAIL TO REMOVE AND SECURE THE KEYS, OR CLOSE AND LOCK ALL WINDOWS, DOORS AND TRUNK AND THE VEHICLE IS STOLEN OR VANDALIZED; (3) YOU FAIL TO IMMEDIATELY FILE AND REPORT ANY ACCIDENT, THEFT OR VANDALISM INVOLVING THE VEHICLE TO US AND TO THE POLICE AND COMPLETE OUR DAMAGE/ACCIDENT REPORT; (4) YOU FAIL TO PAY THE CHARGES UNDER THIS AGREEMENT; (5) IMPROPER INSTALLATION OF ADDITIONAL EQUIPMENT, I.E. SNOW CHAINS, WHICH RESULTS IN DAMAGE TO THE VEHICLE; AND (6) WHEN OTHER EXCLUSIONS ARE ALLOWED BY STATE LAW. LDW DOES NOT APPLY IN MEXICO. LDW does not apply to optional equipment or accessories rented from us unless otherwise noted on the Agreement.

BEFORE DECIDING WHETHER TO PURCHASE LOW, YOU MAY WISH TO DETERMINE WHETHER YOUR OWN INSURANCE AFFORDS YOU COVERAGE FOR DAMAGE TO THE RENTAL VEHICLE AND THE AMOUNT OF THE DEDUCTIBLE UNDER YOUR OWN INSURANCE. LIKEWISE, COVERAGE MAY BE PROVIDED UNDER CREDIT CARDS ISSUED TO YOU AND YOU SHOULD DETERMINE THE EXISTENCE OF SUCH COVERAGE ALONG WITH THE TERMS AND SCOPE OF SUCH COVERAGE. THE PURCHASE OF LOW IS NOT A WAIVER AND MAY BE DECLINED.

THE CHARGE FOR LDW MAY VARY BY DOLLAR LOCATION. LDW CHARGES ARE SUBJECT TO CHANGE WITHOUT NOTICE. YOU AGREE TO REVIEW THE DAILY CHARGE OF LDW AND THE ESTIMATED TOTAL CHARGE FOR LDW FOR YOUR RENTAL PRIOR TO ACCEPTING LDW.

**RETURNING AND REPOSSESSING THE VEHICLE.** You agree to return the Vehicle to the rental location on the date and time listed in the Agreement, or as soon as it is reasonably practicable after that date and time. If you fail to return the Vehicle or any equipment or accessories as we request, if you fail to pay us all of our expenses and charges including a drop charge on time, you will pay us all of our expenses and charges including a drop charge on time. You are responsible for the Vehicle until we have inspected and accepted it. We are not responsible for any Vehicle returned to a closed location. Furthermore, we have the right to notify law enforcement authorities that the Vehicle is stolen if you fail to return it on the date and time due. We also have the right to monitor the Vehicle through remote tracking devices or plateless and mobile devices and to repossession of the Vehicle at your cost and without notice to you if it is being used in violation of the law, illegally parked, conspicuously abandoned, overdue, or is being used in breach of the geographic driving restrictions of the rental. The payment due is in full and includes all charges and fees, including any late charges, and is not subject to change in any other terms of this Agreement.

**7. REFUELING OPTIONS.** You must refill the gas tank of the vehicle within a 10 mile radius of the rental return facility and present a fuel receipt to avoid a refueling charge unless you choose the Premium Fuel Option. If you accept our Premium Fuel Option, you will be charged a flat fee for the full tank of fuel in the vehicle at the beginning of the rental and you will have no obligation to return the vehicle with a full tank of fuel. At most of our locations the premium fuel charge is calculated by multiplying the stated rate per gallon charge listed in the Agreement by the manufacturer's specified fuel tank capacity for the vehicle. There is no credit or refund given for any fuel in the tank at the end of the rental. The Refueling Service Charge is based on the estimated number of gallons needed to refill the fuel tank multiplied by the rate per gallon charge listed in the Agreement. We may use different methods of estimating the number of gallons needed to refill the tank and these methods of estimation necessarily rely on human judgment. You acknowledge and agree that this charge is based in part on an estimate. Most of our locations estimate the number of gallons needed to refill the gas tank either (1) by reading the fuel gauge, (2) by estimating the approximate amount of fuel needed to fill the tank (for example, one-half tank), and multiplying that number by the manufacturer's specified fuel tank capacity, or (2) if we did not purchase any fuel during the rental, by reading the odometer to determine the amount of miles driven during the rental and dividing that number by the vehicle's estimated average fuel efficiency (miles per gallon) based on the manufacturer's fuel efficiency specifications.

**PERSONAL PROPERTY:** We are not responsible for any loss or damage to any of your or your passenger's property left stored or transported in or on the vehicle. Vehicle is not to be used for commercial purposes. See above for details.

[illegible]

**RENTERS AND DRIVERS.** This agreement for the rental of a vehicle is between the person for persons) who appears at the time of rental and signs the separate contract as the renter, any additional authorized driver ("you," "your," "yourself," or "authorized driver") and the rental car company identified at the contract as the "rental car company." The rental car company is hereby acknowledged by you, your company or authorized driver ("we," "our" or "company") for the purpose of entering into this agreement for the rental of a vehicle. You, your company or authorized driver ("you," "your" or "company") agree to comply with the terms, both printed and written, below and on the separate documents accompanying this Agreement, which are incorporated herein, recited in full and made a part hereof, and which you hereby acknowledge collectively referred to as the "Agreement". All Authorized Drivers are jointly and severally liable for the obligations under this Agreement. The rental vehicle (the "Vehicle") may be driven only by an Authorized Driver if you are relying under a current Corporate Account Number (CAN) with the Rental Car Company. If you are relying under a CAN, you warrant that you are an employee or co-employee of the Vehicle's acting within its scope of their employment duties. All Authorized Drivers warrant they satisfy all requirements, have a valid driver's license and fulfill our other qualifications. If you are not an employee or co-employee of the Vehicle's acting within its scope of their employment duties, you warrant that you are qualified to drive the Vehicle.

2. **VEHICLE AND EQUIPMENT PROHIBITED USES.** Except for ordinary wear and tear, you agree to assign the vehicle and any equipment you acquire from us in the same condition you received it. You acquire it not to the vehicle or equipment and no one, other than us, may transfer it. You will not repair the vehicle or equipment without our consent. The vehicle and equipment is in good overall condition with no apparent defects. We make no express or implied warranties for any merchantability or fitness of the vehicle or equipment for any particular purpose. In no event shall we be liable to you for any indirect, special or consequential damages related directly or indirectly to any breach by us of this agreement.

[illegible]

**4. DAMAGE OR LOSS.** Unless you purchase LDW, you are absolutely liable and you agree to pay us for any loss of or damage to the Vehicle, even if someone else caused it or the cause is unknown, whether due to theft, fire, hail, flood, collision, vandalism, or any other cause. Your liability for the loss of or damage to the Vehicle will not exceed the full value of the Vehicle, plus actual betterment and storage charges, loss of use, and diminution in value (which is the difference between the value of the Vehicle before the damage and the value of the Vehicle after all damage, regardless of whether the Vehicle is repaired or not). You will pay all rental charges throughout the date you report the incident if not returnable or the rental date, whichever is later, plus any out of pocket expenses, a reasonable administrative fee, and any other loss. Your personal, non-commercial, or recreational insurance may or may not cover any loss. You should check with your personal insurance carrier to see if you have any coverage for damage to the Vehicle. You agree to pay us any amount not covered by any insurance, credit, or charge card or other coverage you may have. However, your responsibility will not exceed basic damages expressly permitted by the applicable law to this term of Agreement. You agree to pay us for the loss of or damage to any optional equipment or accessories rented from us on an amount up to the value of the equipment or accessories.

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## Open flap for Damage/Incident Report



**RENTAL DAY STARTING AT THE TIME OF RENTAL.** The minimum charge is one day, plus mileage. The number of miles driven is determined by the odometer readings at the beginning and end of the rental. You will pay for each hour after any part of an hour in excess of a rental day until the vehicle is returned, up to the applicable daily rate. You will be charged a one-time "early return" fee if you return the vehicle more than 24 hours prior to the return date and time on the rental agreement; and you will be charged a per-day "late return" fee if you return the vehicle more than 24 hours after the return date and time on the rental agreement up to a maximum of 5 rental days if you fail to comply with the conditions applicable to the rate, including any geographic driving restrictions, a mileage charge, surcharge or other fees may apply. (b) Optional products. You will pay the daily rate for each day or partial day for any special products accepted at the beginning of the rental, such as the Loss Damage Waiver (LDW), Supplemental Liability Insurance (SLI), Uninsured Motorist Protection (UMP), Personal Protection Plan (PPP), and Emergency Services Protection (ESP). The cost, terms, availability and/or provider may vary from location to location. The optional products offered by us may duplicate coverage provided by your personal automobile insurance or insurance you may have through another source. Purchases of optional products is not required to rent the vehicle. (c) Other charges. You will pay the following fees, if applicable: (i) Fuel charges. Unless you choose the Prepaid Fuel Option at the beginning of the rental, you must refuel the tank of the vehicle within a 10-mile radius of the rental return facility and present a fuel receipt to avoid a refueling charge. (ii) Taxes, fees and expenses. All amounts due for sales, use, excise and other taxes; parking/moving violations, traffic fines, all evasion penalties or a per day toll evasion charge for any tolls bypassed by you during the rental ("Delinquent"); plus a \$25 handling fee per citation and other penalties, fines, attorney fees, court costs, collection costs and other expenses which are due because of your use of the vehicle. (iii) Surcharges. In addition to the daily rate, you will be charged a per day under-21 age fee if you are under the age of 21, a Drop Charge or other charges if you return the vehicle to a location that is not the rental location, for lost keys or keys locked in the vehicle, and for excessive stains, dirt, pet hair, or violation of the no smoking in vehicle policy. (iv) Reduced rates. Airport concession recovery fees, off-airport fees, consolidated facility charges, frequent flyer surcharges, tolls, or other charges. (v) Rental insurance. Rental insurance is available for purchase at the time of rental. (vi) Damage and loss. Loss of or damage to the vehicle, including any and all amounts not paid by your insurance, credit, charge card or other coverage you may have available to you plus any out of pocket expenses, a reasonable administrative fee, attorney fees, court costs, collection costs and other expenses which are due because of your use of the vehicle. (vii) Equipment & Services. Optional equipment and accessories provided by us, including, but not limited to, child passenger restraint seats, car racks, GPS systems and electronic toll bypass services ("Pass24"). If you ask for other services or equipment from us, additional charges may apply. The separate brochures, which are incorporated herein, except of which you hereby acknowledge, explain the available products, fuel services, equipment, services & accessories.

**10. PAYMENT OF CHARGES.** If you pay for the charges with a credit, debit or charge card (e.g., card 1) you consent to the reservation of authorization of credit with the card issuer at the beginning of the rental on the amount which is the greater of the estimated charges for the amount stated on the Agreement. You authorize us to charge your card for any unpaid citations or other fines or penalties assessed against you during the rental or our minimum bill reason charge plus a handling fee per citation. You also consent to allow us to obtain credit information about you from any credit agencies we may contact. If you pay by a check, which is returned unpaid, you will pay an additional fee. Charges not paid on time are subject to a late fee applied monthly, which is the lesser of: (i) 2% per month, or (ii) the highest rate of interest permitted by applicable law to this form of Agreement. Any cash and credit card deposits will be applied toward unpaid charges incurred under the Agreement. Except as provided herein, charges will continue to accrue until the vehicle is returned and inspected by us, or if stolen, until you have filed a report with the police and us. All charges are subject to final audit. If errors are discovered, you will pay the corrected amount due and we are authorized to correct the charges with the card issuer.

**11. RENTERS THIRD PARTY LIABILITY RESPONSIBILITY.** Where permitted by law, we do not provide you any third-party liability protection covering this rental unless you purchase and accept SLI at the beginning of the rental. You agree that you and/or your insurance company will be responsible for handling, defending, and paying all third-party claims for bodily

100% of loss and damage (including medical costs). (b) LDW2: A waiver for all loss and damage up to the first \$500 (the "500 Waiver Option"). (c) LDW3: A waiver for all loss and damage up to the first \$3,000 (the "3,000 Waiver Option"). LDW2 and LDW3 are not available at all locations. LDW is not insurance. LDW DOES NOT APPLY IF: (1) YOU USE OR OPERATE THE VEHICLE IN VIOLATION OF THE PROHIBITED USE SECTION OF THIS AGREEMENT; (2) YOU FAIL TO REMOVE AND SECURE THE KEYS, OR CLOSE AND LOCK ALL WINDOWS, DOORS AND TRUNK AND THE VEHICLE IS STOLEN OR VANDALIZED; (3) YOU FAIL TO IMMEDIATELY FILE AND REPORT ANY ACCIDENT, THEFT OR VANDALISM INVOLVING THE VEHICLE TO US AND TO THE POLICE, AND COMPLETE OUR DAMAGE/ACCIDENT REPORT; (4) YOU FAIL TO PAY THE CHARGES UNDER THIS AGREEMENT; (5) IMPROPER INSTALLATION OF ADDITIONAL EQUIPMENT, LEASE CHAINS, WHICH RESULTS IN DAMAGE TO THE VEHICLE; AND (6) WHEN OTHER EXCLUSIONS ARE ALLOWED BY STATE LAW. LDW DOES NOT APPLY IN MEXICO. LDW does not apply to optional equipment or accessories rented from us unless otherwise noted on the Agreement.

**BEFORE DECIDING WHETHER TO PURCHASE LDW, YOU MAY WISH TO DETERMINE WHETHER YOUR OWN INSURANCE AFFORDS YOU COVERAGE FOR DAMAGE TO THE RENTAL VEHICLE AND THE AMOUNT OF THE DEDUCTIBLE UNDER YOUR OWN INSURANCE. LIKEWISE, COVERAGE MAY BE PROVIDED UNDER CREDIT CARDS ISSUED TO YOU AND YOU SHOULD DETERMINE THE EXISTENCE OF SUCH COVERAGE, ALONG WITH THE TERMS AND SCOPE OF SUCH COVERAGE. THE PURCHASE OF LDW IS NOT MANDATORY AND MAY BE DECLINED.**

**THE CHARGE FOR LDW MAY VARY BY DOLLAR LOCATION. LDW CHARGES ARE SUBJECT TO CHANGE WITHOUT NOTICE. YOU AGREE TO REVIEW THE DAILY CHARGE OF LDW AND THE ESTIMATED TOTAL CHARGE FOR LDW FOR YOUR RENTAL PRIOR TO ACCEPTING LDW.**

**C. RETURNING AND REPOSSESSING THE VEHICLE.** You agree to return the vehicle to the rental location on the date and time listed in the Agreement, or sooner if we request. If you fail to return the vehicle or any equipment and accessories on time, you will pay us all of our expenses and charges, including a Drop Fee. You are responsible for the vehicle until we have inspected and accepted it, including any vehicle returned to a third location. Furthermore, we have the right to notify law enforcement authorities that the vehicle is stolen or missing if you fail to return it on the date and time due. We also have the right to monitor the vehicle through remote tracking devices or otherwise and locate, disable and repossess the vehicle at our cost and without notice to you if it is being used in violation of the law, illegally parked, apparently abandoned, overdue, or is being used in breach of the geographic driving restrictions of the rental, the payment options or other terms of this Agreement.

**7. REFUELING OPTIONS.** You must refuel the gas tank of the vehicle within a 10 mile radius of the rental return facility and present a fuel receipt to avoid a refueling charge unless you choose the Prepaid Fuel Option. If you accept our Prepaid Fuel Option, you will be charged a flat fee for the full tank of fuel in the vehicle at the beginning of the rental and you will have no obligation to return the vehicle with a full tank of fuel. At most of our locations the prepaid fuel charge is calculated by multiplying the stated rate per gallon charge listed in the Agreement by the manufacturer's specified fuel tank capacity for the vehicle. There is no credit or refund given for any fuel in the tank at the end of the rental. The Refueling Service Charge is based on the estimated number of gallons needed to refill the fuel tank multiplied by the rate per gallon charge listed in the Agreement. We may use different methods of estimating the number of gallons needed to refill the tank and these methods of estimation necessarily rely on human judgment. You acknowledge and agree that this charge is based in part on an estimate. Most of our locations estimate the number of gallons needed to refill the gas tank either (1) by reading the fuel gauge to estimate the approximate amount of fuel needed to refill the tank (for example, one-half, three-quarters, or full), or (2) by the manufacturer's specified fuel tank capacity, or (3) if you did not purchase any fuel during the rental, by reading the odometer to determine the amount of miles driven during the rental and dividing that number by the vehicle's estimated average fuel efficiency (miles per gallon) based on the manufacturer's fuel efficiency specifications.

**8. PERSONAL PROPERTY.** We are not responsible for any loss of damage to any of your or your passenger's property left, stored, or transported in or on the vehicle, our premises or in or on any other vehicle belonging to us. You agree to indemnify us and hold us harmless from any claim for loss of or damage to any personal property connected with the rental.

(b) persons) who operate the vehicle in rental and sign the agreement. (c) persons) who operate the vehicle in rental and sign the agreement. (d) persons) who operate the vehicle in rental and sign the agreement. (e) persons) who operate the vehicle in rental and sign the agreement. (f) persons) who operate the vehicle in rental and sign the agreement. (g) persons) who operate the vehicle in rental and sign the agreement. (h) persons) who operate the vehicle in rental and sign the agreement. (i) persons) who operate the vehicle in rental and sign the agreement. (j) persons) who operate the vehicle in rental and sign the agreement. (k) persons) who operate the vehicle in rental and sign the agreement. (l) persons) who operate the vehicle in rental and sign the agreement. (m) persons) who operate the vehicle in rental and sign the agreement. (n) persons) who operate the vehicle in rental and sign the agreement. (o) persons) who operate the vehicle in rental and sign the agreement. (p) persons) who operate the vehicle in rental and sign the agreement. (q) persons) who operate the vehicle in rental and sign the agreement. (r) persons) who operate the vehicle in rental and sign the agreement. (s) persons) who operate the vehicle in rental and sign the agreement. (t) persons) who operate the vehicle in rental and sign the agreement. (u) persons) who operate the vehicle in rental and sign the agreement. (v) persons) who operate the vehicle in rental and sign the agreement. (w) persons) who operate the vehicle in rental and sign the agreement. (x) persons) who operate the vehicle in rental and sign the agreement. (y) persons) who operate the vehicle in rental and sign the agreement. (z) persons) who operate the vehicle in rental and sign the agreement.

**2. VEHICLE AND EQUIPMENT: PROHIBITED USES.** Except for ordinary wear and tear, you agree to return the vehicle and any equipment you acquire from us in the same condition you received it. You assume no title to the vehicle or equipment and no one, other than us, may transfer it. You will not repair the vehicle or equipment without our consent. The vehicle and equipment is in good overall condition with no apparent defects. WE MAKE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OF THE VEHICLE OR EQUIPMENT FOR ANY PARTICULAR PURPOSE. IN NO EVENT SHALL WE BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES RELATED DIRECTLY OR INDIRECTLY TO ANY BREACH BY US OF THIS AGREEMENT.

**3. PROHIBITED USES.** The vehicle may not be used: (a) by other than an Authorized Driver; (b) to push or tow any other vehicle or property for hire; (c) for racing, contest, or for training activity; (d) for any illegal purposes, or in the commission of a crime; (e) while under the influence of alcohol or drugs; (f) to intentionally cause damage, or engage in willful, wanton or reckless misconduct; (g) outside of our geographic driving restrictions area; (h) if it was obtained by fraud or misrepresentation for purposes of this Agreement; (i) without the use of seat belts and child restraint seats where required; (j) carrying or holding anything on the vehicle, including passengers, in excess of the number of seats in the vehicle; and (k) refueling the vehicle with the wrong type of fuel, i.e., diesel in gasoline engine vehicle or gasoline in diesel engine vehicle. **ANY PROHIBITED USE OF THE VEHICLE IS A MATERIAL BREACH OF THIS AGREEMENT AND WILL VOID OR DEPRIVE YOU OF ALL BENEFITS, PROTECTION AND OPTIONAL COVERAGES, IF ANY, TO WHICH YOU WOULD HAVE OTHERWISE BEEN ENTITLED TO UNDER THIS AGREEMENT AND MAKES YOU RESPONSIBLE FOR ALL LOSS OF OR DAMAGE TO THE VEHICLE, THIRD PARTY CLAIMS, FINES, PENALTIES, ATTORNEY FEES AND COSTS.**

**4. DAMAGE OR LOSS.** Unless you purchase LDW, you are absolutely liable and you agree to pay us for any loss of or damage to the vehicle, even if someone else caused it or the cause is unknown, whether due to theft, fire, hail, flood, collision, vandalism, or any other cause. Your liability for the loss of or damage to the vehicle will not exceed the full value of the vehicle, plus actual towing and storage charges, loss of use, and diminution in value (which is the difference between the value of the vehicle before the damage and the value of the vehicle after the damage, regardless of whether the vehicle is repaired or not). You will pay all rental charges through the date you report the incident if not reimbursable or the return date, whichever is later, plus any of our out of pocket expenses, a reasonable administrative fee and pro-rata license plate fees. Your personal insurance may or may not cover any loss. You should check with your own insurance carrier. If you make unauthorized repairs to the vehicle, you agree to pay any cost to restore the vehicle to the condition of the vehicle at the time of rental. You agree to pay us any amount not covered by any insurance, credit, or charge card or other coverage you may have. However, your responsibility will not exceed those damages expressly permitted by the applicable law in this form of Agreement. You agree to pay us for the loss of or damage to any optional equipment or accessories rented from us in an amount up to our current replacement cost or repair costs, if repairable in our discretion, plus shipping charges, and a reasonable administrative fee. LDW does not apply to optional equipment & accessories unless otherwise noted.

Open flap for Damage/Incident Report



Dollar features a wide selection of quality vehicles.  
©2009 Dollar Rent A Car, Inc.

**TO GENERAL PROVISIONS.** (A) Vehicle means the vehicle rented or its replacement. (B) Accessories means all items of equipment, apparatus, tools and documents. (C) Means and all of its parts, equipment, accessories, keys and documents. (D) The term of this Agreement may be waived or changed except by a written agreement signed by our authorized representative. (E) If any term of this Agreement is prohibited by law, it shall not affect the remaining terms. (F) Paragraph headings have no independent meaning. (G) You understand that it is your responsibility to comply with all applicable seat belt and child restraint laws. (H) You may not sublease the Vehicle, nor may you transfer or assign this Agreement. (I) We reserve the right to refuse to replace a Vehicle or equipment if you have an accident, breakdown, violate the law or for any other reason. (J) We reserve the right to deny future rentals to you if you violate this Agreement. (K) We reserve the right to share your rental information with third parties for verification of your driver's license for billing purposes or to enforce collection efforts against you to collect final, present, past and/or future amounts due. (L) This Agreement is subject to the terms, conditions and restrictions set forth in the Rental Agreement form which you are required to sign at the time of rental. (M) The parties to this Agreement agree that an electronic signature will be treated as an original.

**TO UNINSURED/UNDERINSURED MOTORIST PROTECTION.** If you purchase SLI, you may have the opportunity to purchase UMP. Optional UMP provides coverage for bodily injury and damages caused by an owner or driver of an uninsured or underinsured third party vehicle. This coverage is excess above the minimum financial responsibility limits for uninsured and underinsured motorist coverage required by law. UMP provides coverage for the difference between any uninsured and underinsured motorist coverage available to you in the Agreement, if any, up to \$1,000,000 per accident. UMP excludes coverage for (A) use of the vehicle in breach of the Agreement involving but not limited to driving while under the influence of alcohol or drugs in violation of law; (B) use by unauthorized drivers; (C) failure to purchase SLI; (D) failure to accept UMP at the beginning of the rental; (E) failure to pay the charges under the Agreement; and (F) the other specific exclusions summarized on the separate brochure available at the counter, which is incorporated herein. UMP is not offered in New York. For UMP to apply in Canada, the Vehicle must be both rented in the U.S. and returned to the renting location in the U.S. MUST BE BOTH RENTED AND RETURNED IN THE U.S.

DO NOT APPLY IN REVIEW



## **ADDITIONAL DRIVERS**

Additional drivers must qualify with a valid driver's license in their own name. There is no charge for additional drivers age 25 and older.

## **DRIVING RESTRICTIONS**

Driving is restricted to the continental United States and Canada. Vehicle may be driven into Mexico with the purchase of Mexican Insurance at the rental counter for \$27.80 per day. A U.S. passport or U.S. passport card is required for re-entry into the United States. Mexican nationals may not drive our vehicles into Mexico.

## **FINANCIAL POLICY**

A hold will be placed on all credit/debit cards for the estimated amount of the rental plus 15% OR a minimum of \$250.00, whichever is greater. We will remove the hold at the end of the rental when the final charges are settled. Dollar does not accept the small key ring credit cards. In the event a customer presents the key ring credit card at the time of rental, the location may ask you to present the standard size credit card or another form of payment. A major credit/debit card in the renter's own name must be presented at the time of pick-up. Customers using debit cards to qualify to rent at the beginning of the rental will be subject to a debit card screening. If the screening fails to meet our debit card criteria, the customer will be required to present a major credit card in order to qualify to rent. Prepaid credit cards and gift cards are accepted for payment at the end of the rental when the final charges have been settled.

## **FREQUENT FLYER SURCHARGE**

When the renter chooses to receive Frequent Flyer miles, we will collect a Frequent Flyer surcharge, not to exceed \$1.50 per day, at the time of rental to offset a portion of the annual cost of participation in the Frequent Flyer program.

## **HOLD POLICY**

Reservations will be honored for 6 hours after original scheduled pick up time unless the location is closed. Customers with reservations who experience weather or mechanical delays with airlines will be accommodated.

## **NON-SMOKING FLEET**

Non-Smoking Fleet

## **PICK UP INSTRUCTIONS**

Courtesy shuttle will pick up at the airport. From Terminal 1, go over the sky bridge to the courtesy shuttle island. From Terminal 2, cross the street to the courtesy shuttle island. Pick up is available from 5am to 12am Sun thru Sat. For pick-up from the commuter terminal, customer must call the location. Phone: (619) 726-0171.

## **REFUELING POLICY**

Return the vehicle with a full tank of gas to avoid refueling charges.

## **RENTALS 30 DAYS OR LONGER**

For rentals 30 days or longer, the customer must return the vehicle for maintenance or to renew the contract every 30 days to the location.

## **RENTER QUALIFICATIONS**

A valid driver's license in the customer's own name must be presented at the time of pick up. Minimum age is 21 on all vehicles. Renters under 25 may be subject to an additional fee.

## **RESERVATION AND RENTAL ADJUSTMENTS**

Any changes to your reservation or rental may result in a change of rate or additional fees.

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